



# 2011 Le Boat Terms and Conditions

## Legal

The Booking conditions detailed on pages 74-75 apply to any bookings that you make with us and should therefore be read carefully. They contain some exclusions and limitations of liability. If any part of these Booking Conditions is found to be invalid or unenforceable, then the remainder of these Booking Conditions will not be affected and will remain valid and enforceable. All the holidays in this brochure are operated by Crown Travel Limited trading as Le Boat (hereinafter called 'Le Boat', 'the company' or 'we'), registered office TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RH10 9QL, registered number 02095375, a member of the TUI Travel Plc group of companies and are sold subject to the following conditions.

## 1. Your Contract

As you are booking arrangements other than a package holiday (as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992) from this brochure, the arrangements will not be financially protected. The person making the booking (the 'lead name') must be 18 years old or over (21yrs or over in Ireland) and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. A provisional booking can be made and held for up to 3 days. You will be expected to pay 35% of the holiday cost as deposit at the time of booking. If you are booking within 6 weeks of departure full payment must be made at the time of booking. If we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Once a booking has been confirmed, offers and discounts cannot be applied retrospectively. The balance of the price of your holiday must be paid at least 6 weeks before your departure date. If the balance is not paid in full by 6 weeks we will retain your deposit and cancel the booking. If you book through an agent, all contact with you will be via them. Payment for your holiday can be made by credit/debit card, cheque (made payable to Le Boat) or bank transfer.

## 2. Your Holiday Price

Prices are accurate in the currency given in this brochure at the date of publication, but could have since changed. Prices in this brochure supersede all other prices in other material printed at an earlier stage. Once you have made your booking, paid a 35% deposit per booking plus payment for any extras requested, the cost of your holiday will not normally be subject to any change. This does not apply to invoice errors or omissions. Extras not booked and paid for at the time of early booking will be charged at the new season prices at the base. Certain payments, as indicated in the pricing information, may be taken locally at the destination base in local currency. The prices quoted in the brochure are based on costs, exchange rates, taxes and levies as known at June 2010.

## 3. Conditions of hire

Hirers must be over the age of 18 years (21 years in Ireland). The minimum number of people required to hire a boat is 2 adults. The number of passengers on board may not exceed the maximum amount of passengers the boat is licensed for. The Hirer must conform to the rules of river navigation, and also the instruction given by the company and the river authorities. The Hirer shall restrict his cruising to those waters permitted by the company. The Hirer shall not sail after nightfall, nor engage in towing, sub hiring or lending of the boat.

## 4. Liability

As your booking is not a package holiday we will only accept responsibility for our own negligent acts or omissions. Where the holiday services are to be provided by a independent carrier or other supplier of services for example without limitation a ferry operator, and where we are only acting as booking agent in the provision of these services then we undertake no responsibility for and are not liable for the misrepresentations, breaches of contract, breaches of statutory duty or negligence of the carrier or other supplier of services. This means that in the event of you suffering personal injury, illness or death as a result of any act or omission of a carrier or other supplier of services (or their employees) or you having any complaint about the quality of the services provided or having any other complaint at all, your sole right of redress will be against the independent carrier or other supplier of services who provided such service and Le Boat shall not be under any liability at all (whether in contract, tort or otherwise). Our liability to you for any loss or damage which you may suffer is limited to three times the price of your holiday. This excludes personal injury resulting from the non-performance or improper performance of the services involved in the holiday, and is subject to the limitation of liability described below. Health and safety standards applicable to the services provided by us under this contract should meet the local standards applicable to your holiday destination. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your holiday. Our liability in all cases will be limited in accordance with and/or in an identical manner to any relevant international convention as detailed below. We are to be regarded as

having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the international conventions, from our offices – see address on the back of the brochure.

### **5. Conditions of Carriage**

If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

### **6. Insurance**

Le Boat has comprehensively insured the boat and its equipment. The policy covers damage or loss to the boat and its equipment and also no less than €7m third party liability. This policy extends to cover any incident caused by the Hirer or the Hirer's crew. This policy is included in the cost of your holiday. The policy in place has certain reasonable exclusions to cover as a result of certain actions by the Hirer or the Hirer's crew. These include wilful damage or gross negligence, person being under the influence of drugs or alcohol or as result of not obeying the instructions of a member of Le Boat staff. If the insurer fails to indemnify Le Boat because of the above then the Hirer is responsible for all costs. Le Boat insurance does also not cover the refundable damage deposit if there is evidence of gross neglect. If the damage is in excess of the refundable damage deposit the hirer will be expected to cover all costs. Adults will at all times be responsible for the minors in their care.

### **7. Collision Damage Waiver (CDW)**

Insurers charge Le Boat an excess with every incident and also the cost of claims potentially forces up the premiums we pay. To encourage a duty of care from you, the Hirer, and to contribute to covering this cost you must pay either:

Option 1: a non-refundable collision damage waiver (CDW) which can be paid on arrival or at the time of booking. CDW rates are listed for each boat on pages 52-64. With this option you will be fully covered if the boat is returned damaged, or an accident has resulted in its loss, as well as costs of any accidental damage or injury to any third parties. This will not be the case if there is evidence of gross neglect, which is excluded from our cover under our insurance policy. Loss of or damage to any item of inventory or boat equipment will be charged at a replacement cost, details of which are available at our bases. These charges do not alter the Hirer's potential liability outlined in Clause 7 – Insurance.

Option 2: a refundable damage deposit which is to be paid in local currency at the base upon your arrival by either credit card or cash deposit. The deposit which varies according to boat type/duration of holiday (€1,120 - €1,710) will only be retained in part or in full if the boat is returned damaged or an accident has resulted in its loss, as well as costs of any accidental damage or injury to any third parties. This damage deposit will be the extent of your liability in respect of any damage to the boat except where there is evidence of gross neglect in which case you will be expected to cover the full extent of any repair costs. Loss of or damage to any item of inventory or boat equipment will be charged at a replacement cost, details of which are available at our bases. See Clause 14. Single sex bookings are required to pay the refundable damage deposit to encourage duty of care.

### **8. Single sex group bookings**

We accept single sex group bookings but reserve the right to charge an additional fee, which will be charged at the Base Manager's discretion and payable locally. Single sex group bookings are required to leave a refundable damage deposit (see Clause 8, Option 2) to encourage duty of care.

### **9. Personal Insurance**

Le Boat's insurance does not cover the Hirer's personal belongings and we strongly recommend that you take out travel insurance to cover yourself against any possible risk. Le Boat offers a travel insurance scheme, details of which can be obtained from the sales teams or our website. Please note you must have travel insurance either with Le Boat's provider or by arranging a policy yourself which provides comparable or greater cover under all sections.

### **10. Force Majeure**

We regret we cannot pay any compensation where performance or prompt performance of our contact with you is prevented or affected by reason of circumstances amounting to 'Force Majeure'. Such circumstances include, but are not limited to: the destruction or damage of your boat through fire, flood, explosion, storm or weather damage; accidental damage; criminal damage or any other force outside of our control. These also include flooding, shortage of water, obstruction, repairs to any waterway, lock or navigational

equipment, shortage of or non availability of fuel, riots or civil strife, industrial action or nuclear disaster, fire, adverse weather conditions, port blockades, war or threat of war, and actual or threatened terrorist activity or similar.

### 11. Hirer's suitability

The Hirer must accept responsibility for the proper conduct of him/herself and any members of their party. Le Boat cannot be held responsible for under-age consumption of alcohol. We reserve the right in our absolute discretion to terminate without further notice the holiday arrangements of any client who refuses to comply with the instructions or orders of the company staff, agent or other responsible person whose behaviour in their opinion is likely to cause distress, damage or danger or annoyance to other customers, staff, any third party or to property. Upon such termination our responsibility for your holiday ceases and we shall not be liable for any extra costs incurred by you.

### 12. Cancellation and modification

#### a) If you cancel your holiday

To cancel or amend your holiday, you must advise the company by letter sent with a receipt, by fax or email. Details below are calculated when the letter, fax or email have been received.

Cancellation or Modification	More than 43 days before departure	Less than 42 before departure
Cancellation of the cruise	35% of the total price (deposit not refunded)	100% of the cruise price (none refund)
Modification of the boat, region/country, departure dates, departure or return base	Administration Fees 50€ (and if there is a price difference, this must be paid by the bookers)	Equivalent to a cancellation

#### b) If we cancel or amend your holiday

The arrangements for holidays in this brochure are made many months in advance and it is sometimes inevitable that changes or cancellations may need to be made. We reserve the right to make such changes should they become necessary. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. Sometimes, we may have to make a major change to your booking, this would include, but is not limited to, change of cruising area, change of departure date and change of boat to a lesser model. If we have to make a major change to your holiday (other than due to your default of payment) we will:

- a) Offer you an alternative holiday to the same or better standard (where available)
- b) Offer you a lesser holiday and a refund of the difference in price (where available); or
- c) Cancel your holiday and give you a full refund of all monies paid excluding any insurance premiums paid to us.

In all cases, except where the major changes arises due to reasons of Force Majeure (see clause 11) or due to insufficient bookings to operate a particular base we will as a minimum pay compensation as detailed below : We strongly recommend you provide us with an emergency contact telephone number in case of any unexpected changes that need to be made to your holiday at short notice.

### 13. Cancellation Insurance

**1. EU Residents:** you can subscribe to our Travel Insurance, which is 4.5% of the price of the boat, in partnership with Mondial Assistance. Contact us for more details.

**2. Non EU Residents:** Cancellation Plan, 4.5% of the price of the boat.

This is to guarantee the repayment of the cancellation expenses, which would have been due to the company in accordance with the cancellation conditions. The cancellation plan is valid if the hirer cancels the booking before departure for one of the following reasons:

- Serious illness, serious accident, death of the insured, of his/her spouse, of any near relative (father, mother, sister, brother, child).

- Major damage to main residence, involuntary loss of employment, professional transfer, jury service.

This plan covers all members of the crew included on the Booking Form. Cancellation for any of the above reasons should be made in writing to the Company within 5 days of the incidence accompanied by the relevant documents: notice of dismissal or redundancy, medical certificate, death certificate, legal order, etc.

### 14. Accidents and Loss/Damage of Equipment

If the boat is involved in an accident of any nature, the Hirer must immediately contact the base and complete an accident report form (found on board) and ask any other party involved to complete the same form. The Hirer will not ask for any repairs to be carried out without Le Boat's agreement.

On arrival, the Hirer will be asked to check the boat for external signs of damage and indicate these areas on a separate form. The Hirer will also be asked to sign an inventory list detailing all critical items of inventory for which a separate fee is charged should they not be returned, or returned damaged. Should any equipment be lost, stolen or broken, the Hirer must report this on return of the boat. A separate fee for certain items lost or damaged will be charged. This must be paid for locally and in local

currency. Such items include, but are not limited to: gangplank, tv/dvd remote controls, mallet, pegs, parasol, outdoor table and chairs.

### **15. Embarkation/Disembarkation and Cruising Route**

Boat embarkation time is from 16:00 on your start day and disembarkation must be by 09:00 on the final day. For an additional fee(s), and subject to operational constraints, priority boarding from 13:00 and late check-out from 12:00 can be pre-booked and will be detailed on your booking confirmation summary. The Company reserves the right to make changes to the times/and or direction of the cruise. Minor changes will not entitle the Hirer to cancel with a refund or compensation.

### **16. Navigational Restrictions**

The Le Boat brochure offers a number of cruising suggestions for each region based on our experience and knowledge of the area. At the start of your cruise you will receive detailed cruising information for your region, clearly stating which waterways are navigable and which are prohibited or restricted. The base team will also advise on any specific routes which are prohibited or restricted, or procedures falling under the control of Inland Waterways Authorities for your cruising area. Our Customer Guarantee (see page 69) does not cover cruising in areas that are prohibited or restricted. Customers who require assistance (towing/hauling) as a result of cruising in prohibited/restricted areas will incur an additional charge, payable locally in local currency. Please contact the sales team prior to departure if you wish to cruise on any waterways not covered in our brochure.

### **17. Technical Assistance**

Le Boat has a breakdown service during normal working hours every day of the week. We will endeavour to attend and repair a breakdown or technical incident as quickly as possible. The Hirer will have no claim against Le Boat for any failure caused by the Hirer including but not limited to grounding, and in such instances the company will reserve the right to recover from the Hirer the expenses incurred in rectifying the matter.

### **18. Return of the boat / Cleaning service**

The boat must be returned by 09:00 on your final day at the correct base, unless you have booked and paid for a late checkout. Late returns will incur an abandonment fee €500. All customers must return the boat in a reasonably clean state with the following completed:

- i) all rubbish neatly bagged up and left on deck;
- ii) all crockery and utensils cleaned and re-stored;
- iii) beds stripped;
- iv) decks mopped. If the boat is left in an unsatisfactory condition a cleaning fee of €60-€120 will be charged, dependant on the size of boat. You may pay an additional cleaning fee of €60-€120 dependant on the size of the boat and we will take care of the final cleaning of your boat. In this case all you are asked to do is to bag up your rubbish and leave it on deck and strip the beds.

### **19. Fuel Charges & Fuel Deposit**

Fuel is charged according to market rates and is subject to fluctuations in diesel prices. The hourly fuel charge is €4-12 depending on boat type and usage. Le Boat charges for fuel according to the amount of hours the engine has been running. At the start of your cruise you will be informed how much the per hour charge will be and the current engine hours on your boat will be agreed and recorded with you. Before departing the base you will be required to leave a Fuel Deposit payable locally in local currency (see page 68 for details).

### **20. Boat Descriptions**

Boat layout plans, specifications and illustrations in the brochure are for general guidance. Some models within boat classes have minor variations.

### **21. Pets**

To allow for additional cleaning, a supplement of €40 per pet is charged to take a maximum of two pets on board our boats. You are required to bring a basket/blanket for pets to sleep on and to refrain from letting pets lie on bedding or settees. Please do not leave pets unattended on your boat. If despite paying the pet cleaning supplement the base manager feels extra cleaning is required on the return of your boat, you will be asked to pay an additional boat cleaning fee.

### **22. Bicycle Theft Waiver**

This weekly charge of €7 or two week charge of €11 can be booked and paid for on arrival. With this option you will be fully covered if the bicycle is stolen.

### **23. Passport and Visa Requirements.**

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or British Foreign Office for the exact requirements for your chosen holiday. It is your responsibility to ensure that you have the correct passport and visas for the holiday. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel

arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling.

#### **24. Complaints**

If you have a complaint whilst you are on holiday, please inform the base manager or a Le Boat office immediately so that remedial actions can be taken. If you wish to make a claim against us then you must notify us in writing within 35 days of your return home by writing to a Le Boat office or your travel agent - details of which can be found on the cover of this brochure.

#### **25. Data Protection**

Le Boat's Privacy Policy sets out what information we collect, how we collect it, and what we do with it. To see a full copy of the policy, please visit [www.leboat.com](http://www.leboat.com). To ensure your holiday runs smoothly, we need to use information such as your name and address, special needs, dietary requirements, etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies. We may also supply it to security or credit checking companies and to public authorities such as customs and immigration. If your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict as in the UK. We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements to people responsible for your travel arrangements. If we cannot pass this information to the relevant suppliers in the EEA or elsewhere, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people. We can supply a copy of your information held by us; there is a small charge for providing this. We may use the address, telephone, mobile and email information you supply to contact you with news, information and special offers offered by Le Boat, via direct mail, telephone, email and/or text message. If you do not want this service, please write to the Le Boat office address on the back of this brochure.